

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**ZAFTR INC.,
Plaintiff,**

CIVIL ACTION

v.

**KEVIN JAMESON LAWRENCE, BVFR
& ASSOCIATES, LLC, JOHN KIRK,
AND KIRK LAW PLLC,
Defendants.**

NO. 21-2177

ORDER

AND NOW, this 20th day of January, 2022, upon consideration of: Plaintiff's Motion for Summary Judgment as to Count I (ECF Nos. 38, 53, and 54) and Defendants' responses thereto (ECF Nos. 45 & 49); the Lawrence Defendants' Motion for Summary Judgment as to all counts—except Count IX—as well as the Kirk Defendants' crossclaim (ECF No. 40), Plaintiff's response thereto (ECF No. 47), and the Kirk Defendants' response thereto (ECF 50); and, the Kirk Defendants' Motion for Summary Judgment as to all counts (ECF No. 41 & 56), and Plaintiff's response thereto (ECF 46), **IT IS HEREBY ORDERED** that Plaintiff's Motion is **GRANTED IN PART AND DENIED IN PART**; the Kirk Defendants' Motion is **GRANTED IN PART AND DENIED IN PART**; and the Lawrence Defendants' Motion is **GRANTED IN PART AND DENIED IN PART** as follows:

1. Count I (breach of contract):
 - a. With respect to breach of the ID Verification Agreement:
 - i. Plaintiff's Motion is **GRANTED** with respect to BVFR and Lawrence;
 - ii. The Lawrence Defendants' Motion is **DENIED**;
 - iii. The Kirk Defendants' Motion is **GRANTED**.

- b. With respect to breach involving the premature release of funds to third parties:
 - i. Plaintiff's Motion is **GRANTED** as it concerns the First Addendum against Kirk Law but **DENIED** with respect to Kirk;
 - ii. Plaintiff's Motion is **DENIED** as it concerns the First Purchase and Escrow Agreements with respect to the Kirk Defendants;
 - iii. Plaintiff's Motion is **DENIED** with respect to the Lawrence Defendants;
 - iv. The Kirk Defendants' Motion is **DENIED**;
 - v. The Lawrence Defendants' Motion is **GRANTED**.
- c. With respect to breach involving the failure to return funds from the August and October Tranches:
 - i. Plaintiff's Motion is **DENIED**;
 - ii. Defendants' Motions are **DENIED**.
- 2. With respect to Count II (breach of contract):
 - a. Defendants' Motions are **DENIED**.
- 3. With respect to Count III (unjust enrichment):
 - a. Defendants' Motions are **GRANTED**.
- 4. With respect to Count IV (conversion):
 - a. Defendants' Motions are **GRANTED**.
- 5. With respect to Count V (fraudulent misrepresentation and omission):
 - a. Defendants' Motions are **GRANTED** with respect to Plaintiff's theory of omission.
 - b. Defendants' Motions are otherwise **DENIED**.
- 6. With respect to Count VI (negligent misrepresentation and nondisclosure):

- a. Defendants' Motions are **GRANTED**.
- 7. With respect to Count VII (civil conspiracy):
 - a. Defendants' Motions are **DENIED**.
- 8. With respect to Count IX (declaratory judgment):
 - a. The Kirk Defendants' Motion is **GRANTED**.
- 9. With respect to the Kirk Defendants' Crossclaim:
 - a. The Lawrence Defendants' Motion is **GRANTED** with respect to the Kirk Defendants' claim for indemnification.
 - b. The Lawrence Defendants' Motion is otherwise **DENIED**.

BY THE COURT:

/S/WENDY BEETLESTONE, J.

WENDY BEETLESTONE, J.